

AG Contract No. KR98 0331TRN
ASPB ISA No. 98-116
ADOT ECS File No. JPA 98-20
Project: Parks Board Vehicle Maintenance
Section: Statewide

INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA STATE PARKS BOARD

THIS AGREEMENT is entered into February 24, 1998,
between agencies of the STATE OF ARIZONA, to Wit; the DEPARTMENT OF
TRANSPORTATION, acting by and through its Equipment Administrator (the "DOT") and
ARIZONA ARIZONA STATE PARKS BOARD, acting by and through its Executive Director
(the "Parks Board").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes Section 28-409 and 35-148
to enter into this agreement and has by resolution, a copy of which is attached hereto and
made a part hereof, resolved to enter into this agreement and has delegated to the
undersigned the authority to execute this agreement on behalf of the DOT.

2. The Parks Board is empowered by Arizona Revised Statutes Section 41-511.05
to enter into this agreement and has resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the Parks Board.

3. The Parks Board has a continuing requirement for motor vehicle maintenance and
repair (M&R) services. The DOT is capable of providing motor vehicle M&R services to the
Parks Board at competitive costs at various statewide locations.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as
follows:

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II. SCOPE

1. The DOT will:

a. Appoint DOT personnel with appropriate authority to administer and coordinate the work contemplated herein with Parks Board. Notify Parks Board of business and emergency M&R telephone numbers and locations.

b. Perform repair activities for the Parks Board at the current DOT fully burdened labor rate for actual time (currently \$31.75 per labor hour). In no event shall DOT invoice the Parks Board for repair costs/labor hours which would exceed the "Mitchell Flat Rate" manual. Parts provided by DOT for Parks Board M&R or PM will be invoiced at cost plus ten percent.

c. Provide Parks Board M&R and PM services priority whenever possible. In the event of a conflict DOT shop supervisors scheduling decisions shall prevail.

d. No more often than monthly, invoice Parks Board for services provided, supported by individual vehicle work orders, detailing work performed and parts used.

2. The Parks Board will:

a. Each Park Manager shall administer, coordinate and manage the specific maintenance vehicle needs for their assigned park. Request repair or maintenance activities in accordance with standard ADOT procedures (shop work orders).

b. If available, provide DOT with electronic data necessary to load master equipment records and points of contact into the DOT data system.

c. Reimburse the DOT within 30 days after receipt of invoices for work performed under this agreement.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority. This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations or individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law; or as requiring the parties to expend any sum in excess of its respective regulations of the State.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Equipment Administrator
2225 South 22 Avenue, Mail Drop 071R
Phoenix, AZ 85009-6997

Arizona State Parks Board
Business Services Unit
Contract Officer
1300 West Washington Street Room 220
Phoenix, AZ 85007
Phone: (602) 542-6937 Fax (602) 542-4180

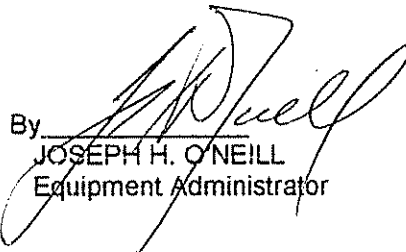
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

ARIZONA STATE PARKS BOARD

DEPARTMENT OF TRANSPORTATION

By 
KENNETH TRAVOUS
Executive Director

By 
JOSEPH H. O'NEILL
Equipment Administrator

